Project Number Financial Assistance Award 0015-DC-2000-I4c **Accounting Code DENALI COMMISSION** 95X1200 95870000 95-67 510 "L" Street, Suite 410 Anchorage, Alaska 99501 (907) 271-1414 Recipient Name U.S. Department of Housing and Urban Development **Denali Commission Share of Cost Recipient Address** \$ 285,000 U.S. Department of Housing and Urban Development VECO Alaska Building 949 E. 36th Avenue, Suite 401 Anchorage, AK 99508-4399 **Total Estimated Cost** \$ 285,000 **Award Performance Period** to July 31, 2004 From July 1, 2000 Authority 112 Stat 1854 **Project Title** Completion of Rural Health Clinics This Financial Assistance Award approved by the Federal Co-Chair of the Denali Commission is issued in triplicate and constitutes an obligation of federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions indicated below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Federal Co-Chair of the Denali Commission and the Recipient shall retain the third document. If not signed and returned without modification by the Recipient within 30 days of receipt, the Federal Co-Chair may unilaterally terminate this Award. EDA Standard Terms and Conditions Public Works and Implementations Construction Components, dated X Special Award Conditions and Joint Project Agreement Line Item Budget 15 CFR 24, Uniform Admin Requirements for Grants/Cooperative Agreements to State and Local Governments (www.access.gpo.gov/nara/cfr/waisidx_99/15cfr24_99.html) OMB Circular A-87, Cost Principles for State and Local Governments and Indian Tribal Governments (www.whitehouse.gov/OMB/circulars/a087/a087-all.html) OMB Circular A-133, Audits of States, Local Governments and Indian Tribal Governments (www.whitehouse.gov/OMB/circulars/a133/a133.html) 15 CFR, Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations (www.access.gpo.gov/nara/cfr/waisidx 99/15cfr14 99.html) OMB Circular A-122, Cost Principles for Nonprofit Organizations (www.whitehouse.gov/OMB/circulars/a122/a122.html) OMB Circular A-21, Cost Principles for Educational Institutions (www.whitehouse.gov/OMB/circulars/a021/a021.html) ☐ EDA Standard Terms and Conditions Capacity Building Programs Department of Commerce Financial Assistance Standard Terms and Conditions, dated 10/98 Signature of Authorized Official - Denali Commission Date Typed Name and Title Jeffrey Staser, Federal Co-Chair Signature of Authorized Official U.S. Department of Housing and Typed Name and Title Urban Development - Anchorage Office of Native American **Programs**

Marlin Knight, Administrator

10/19/00

Award Conditions to the Financial Assistance Award Project No. 0015-DC-2000-I4c – Completion of Rural Health Clinics U.S. Department of Housing and Urban Development

1. The scope of work for this Financial Assistance Award includes completion of a rural health clinic in Savoonga. Total Commission funding to the U.S. Department of Housing and Urban Development (HUD) is \$285,000.

Commission funding is intended for use for the scope of work specified above only. Any surplus of funds (on one or more of the clinic projects identified under this Agreement) may be used on other clinic projects, identified under this Agreement (including St. Michael and Wales) that may be experiencing a project shortfall. The intent is not to set aside a specific sum of Commission funding to a particular community, but rather that the clinic projects, identified under this Agreement are completed successfully, to the extend funds are available. Shifting of costs between line items of the scope of work may be allowed with prior written approval from the Commission Project Officer. In the event there is a balance of funding after the full scope of work is completed, then the Commission will determine how the excess funds will be allocated.

- 2. The Project Officer for the HUD is Ms. Donna Hartley and for the Denali Commission Mr. Joel Neimeyer.
- 3. HUD shall submit written progress reports to the Commission Project Officer quarterly (March/June/September/December), or as frequently as HUD's grant recipient (the Native Village of Savoonga) submits reports to HUD. Typically, the reports are due within 30 calendar days of the end of the quarter. Interim reports are required in the event of significant project events that may extend the project schedule and/or impact the project budget. Quarterly progress reports shall include a narrative summary of the project status and accomplishments to date, and address the following questions: is the project on schedule, is the project on budget, and what actions are planned to address any project problems. These progress reports shall be sent to:

Denali Commission 510 "L" Street, Suite 410 Anchorage, AK 99501

The Commission reserves the right, at a future date, to direct the HUD to provide the progress reports in electronic format for posting on the Commission web page.

- 4. To receive payment, HUD must submit an executed copy of the amendment to the agreement for the clinic completion with the Native Village of Savoonga and HUD to the Commission. The full \$285,000 will then be transferred to HUD. Consequently, HUD will use its own grants management policies for advancing funds to the Native Village of Savoonga.
- 5. To the maximum extent feasible, considering applicable laws, the HUD shall accomplish the work of this Agreement utilizing local labor and small, minority owned and disadvantaged businesses.

- 6. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.
- 7. Based upon proposed Federal funding for this project, project level environmental reviews in accordance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) are required. HUD shall address all potential environmental concerns (specific and cumulative effects) associated with the projects, identified in this Agreement, in consultation with applicable Federal, State, and local authorities. If the scope of work is changed in the future, then HUD will revisit the project level environmental reviews to determine if potential environmental concerns must be further addressed. In the interest of streamlining the project level environmental reviews and avoid duplication of effort, any other Federal environmental review process carried out by HUD on projects, identified in this Agreement, shall meet the intent of this paragraph.
- 8. HUD may include funds for project management and oversight in the cost estimates for completion of each facility if, in the judgement of HUD, the community will need special assistance in order to meet the conditions of this agreement. It is also agreed that if inclusion of Denali Commission funds in a project triggers a federal audit, funds for the community to pay the audit costs may be included in the cost estimates.

JOINT PROJECT AGREEMENT

BETWEEN THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE

ALASKA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT THE

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM THE

NORTON SOUND HEALTH CORPORATION AND THE DENALI COMMISSION

FOR COMPLETION OF RURAL HEALTH CLINICS PROJECT No. 0015-DC-2000-I4

October 2000

I. PARTIES

This document constitutes an Agreement between the U.S. Department of Housing and Urban Development (a Federal agency) hereinafter referred to as HUD, the Alaska Department of Community and Economic Development (a State agency) hereinafter referred to as DCED, the Alaska Native Tribal Health Consortium (a statewide Tribally managed non-profit health care organization) hereinafter referred to as ANTHC, the Norton Sound Health Corporation (a regional Tribally managed non-profit health care organization) hereinafter referred to as NSHC, and the Denali Commission (an independent agency established by the Denali Commission Act of 1998) hereinafter referred to as the Commission.

II. PURPOSE

The Commission in April 2000 approved funding (Resolution No. 00 - 10) to address partially completed rural health clinics as previously prioritized by the Community Development Block Grant programs for DCED and HUD.

The purpose of this Agreement is to identify the roles and responsibilities of the parties in carrying out three clinic completion projects in Wales, St. Michael, and Savoonga.

III. MUTUAL INTEREST OF THE PARTIES

All the parties are interested in the development, funding, construction and long-term operation of effective rural clinic projects and programs for rural Alaskan communities.

JOINT PROJECT AGREEMENT - PROJECT No. 0015-DC-2000-I4 PAGE 2 COMPLETION OF RURAL HEALTH CLINICS OCTOBER 2000

IV. RESPONSIBILITIES OF THE PARTIES

HUD will amend an existing agreement with the Native Village of Savoonga to allow for additional funding from the Commission to complete the Savoonga project.

DCED will amend an existing agreement with the City of St. Michael to allow for additional funding from the Commission to complete the St. Michael project.

Both HUD and DCED shall coordinate with the local governments in accordance with their respective agreements and agency policies and procedures.

NSHC shall administer the Commission funding for the Wales clinic project on behalf of the City of Wales. It is noted that the DCED agreement with the City of Wales ended with the full expenditure of DCED project funding for the unfinished clinic. Hence, the Wales project meets the expectation of Resolution No. 00-10 for previous project prioritization from HUD and/or DCED.

NSHC (through the use of an existing A&E contractor on retainer) shall complete minor redesign of the interiors of each facility. In particular, year-round access to the emergency room shall be of primary importance. NSHC shall also provide construction management services for Wales, Savoonga and St. Michaels so these three communities can complete the clinics through locally provided force account labor and some specialty subcontractors. NSHC may elect to reimburse ANTHC and others for some construction management support costs, as deemed necessary by NSHC.

ANTHC shall provide technical assistance to the parties, as their resources allow, in completing these projects.

The Commission shall provide funding direct to HUD, DCED and NSHC for the completion of these projects.

JOINT PROJECT AGREEMENT - PROJECT No. 0015-DC-2000-14 COMPLETION OF RURAL HEALTH CLINICS

ANTHC Representative	HUD Representative
Rick Boyce, P.E.	Donna Hartley
Director, Division of Health Facilities	Alaska Office of Native American Programs
3925 Tudor Centre Dr.	949 East 36 th Ave., Suite 401
Anchorage, AK 99508	Anchorage, AK 99508-4399
907-729-3601 Direct Line	907-271-4603 Direct Line
1-800-560-8637 (ext. 3601) Toll Free	Donna Hartley@HUD.GOV
907-271-4735 Fax	
rboyce@anthc.org	
DCED Representative	Commission Representative
Jo Cooper	Joel Neimeyer, P.E.
Block Grants Coordinator	Project Manager
209 Forty Mile Avenue	Denali Commission
Fairbanks, AK 99701-3110	510 "L" Street, Suite 410
	Anchorage, AK 99501
907-452-4468 Direct Line	
907-451-7251 Fax	907-271-1459 Direct Line
Jo_Cooper@dced.state.ak.us	888-480-4321 Toll Free
	907-271-1415 Fax
	Jneimeyer@denali.gov
NSHC Representative	
Joe Cladouhos, MS, CHE	
President / CEO	
Post Office Box 966	
Nome, Alaska 99762	
Phone (907) 443-3311	
Fax (907) 443-2113	
cladouhos@nshcorp.org	

Representatives shall be responsible for identifying alternative representatives to the other parties in advance of any need, which may arise.

V. APPORTIONMENT OF COSTS AND SERVICES

The Commission shall provide funding of \$285,000 to HUD (for Savoonga), \$120,000 to NSHC (for clinic design and project management costs), \$235,000 to NSHC (for Wales) and \$304,500 to DCED (for St. Michael, including a 5% DCED administrative cost) on a schedule of payments

JOINT PROJECT AGREEMENT - PROJECT No. 0015-DC-2000-I4 COMPLETION OF RURAL HEALTH CLINICS

PAGE 4 **OCTOBER 2000**

agreeable to the respective parties and the Commission. However, the \$285,000 in Commission funding for HUD will be transferred in one lump sum to HUD.

ANTHC shall provide technical consultation and support to the parties, as resources allow.

PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION VI.

This Agreement will become effective when signed by all parties. The Agreement will terminate upon the completion of the Assessment, but may be amended at any time by mutual consent of the parties. Any party may terminate this Agreement by providing 60 days advance written notice to the other parties.

It is understood by the parties that some clinic design and construction costs have been borne by NSHC to meet late summer 2000 barge schedules. These costs shall be allowable project expenses.

VII. OTHER PROVISIONS

Nothing herein is intended to conflict with current directives of all the parties. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an Amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of all parties.

IN THE WITNESS WHEREOF, the parties have subscribed their names,

/0/19/0v

Administrator, Office of Native American Programs

U.S. Department of Housing and Urban Development

20 Ut 2000

Deborah B. Sedwick

Commissioner

Department of Community and Economic Development

Sedurck

JOINT PROJECT AGREEMENT - PROJECT No. 0015-DC-2000-I4 COMPLETION OF RURAL HEALTH CLINICS

PAGE 5 OCTOBER 2000

10/18/00 Date

Paul Sherry

President/CEO

Alaska Native Tribal Health Consortium

0/25/2000 Date

Joe Cladouhos President/CEO

Norton Sound Health Corporation

10-17-00

Date

Jeff Syaser

Federal Co-Chair Denali Commission

Attachment to the Jt. Project Agreement - Project No. 0015-DC-2000-I4

October 2000 Denali Other **Unit Cost** Commission **funding Estimate Funding** sources **Notes** Savoonga (from the Denali Commission to NSHC) NSHC design costs \$25,000 \$25,000 (from the Denali Commission to NSHC project management costs \$15,000 \$15,000 NSHC) (from the Denali Commission to HUD than to the Village) clinic construction cost \$285,000 \$285,000 Subtotal, Savoonga \$325,000 \$325,000 Wales (from the Denali Commission to NSHC) NSHC design costs \$25,000 \$25,000 (from the Denali Commission to NSHC) NSHC project management costs \$15,000 \$15,000 (\$100,000 from Rural Development to the City, and \$235,000 from the Denali \$100,000 Commission to NSHC than to the City) clinic construction cost \$335,000 \$235,000 Subtotal, Wales \$100,000 \$375,000 \$275,000 St. Michael (from the Denali Commission to NSHC) NSHC design costs \$25,000 \$25,000 (from the Denali Commission to NSHC) NSHC project management costs \$15,000 \$15,000 (\$55,000 from DCED to the City, and \$290,000 from the Denali Commission \$55,000 to DCED than to the City) \$345,000 \$290,000 clinic construction cost Subtotal, St. Michael \$55,000 \$385,000 \$330,000

\$14,500

\$944,500

\$0

\$155,000

(Funding from the Denali Commission

to DCED)

DCED Administrative costs5% of Denall Commission clinic construction funding for St.

Michael provided to DCED - 5%

Total

of (\$290,000) =